



# Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

November 15, 2018

DCI CONTRACTING, INC.  
2045 E. HWY 380, SUITE 100  
DECATUR, TX 76234-0000  
EPENA@DCICONTRACTING.ORG

Contract Number: 08183050  
Control: 006808065  
Project: BR 1802(503)  
Highway: US 87  
County: HOWARD

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding today one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Please direct any questions to the CST Construction Section - Letting Branch at (512) 416-2590.

Sincerely,

Jesse A. Lineberger  
Director, Const. & Maint. Contract Letting

cc: Abilene District Construction

BONDED BY:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
BOND NO. 106966833

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



CONTRACT NO.	08183050
CONTROL	0068-08-065
PROJECT	BR 1802(503)
HIGHWAY	US 87
COUNTY	HOWARD

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**DCI CONTRACTING, INC.**

**for**

**CONSTRUCTION OF 0.160 MILES**

**of**

**US 87**

**in**

**HOWARD COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	08183050
CONTROL	0068-08-065
PROJECT	BR 1802(503)
HIGHWAY	US 87
COUNTY	HOWARD

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **DCI CONTRACTING, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **181 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: BR 1802(503)  
COUNTY : HOWARD

CCSJ BIDDER DATE DIV JOB  
006808065 2 8 18 48 50

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6015		REMOVING CONC (SIDEWALKS) SY	114.000	19.200	2,188.80
104	6021		REMOVING CONC (CURB) LF	105.000	20.840	2,188.20
361	6043		FULL - DEPTH REPAIR CPJR (8") SY	89.000	221.390	19,703.71
401	6001		FLOWABLE BACKFILL CY	1.000	1,204.000	1,204.00
420	6129		CL K CONC (PEDESTAL) CY	1.400	3,240.020	4,536.02
422	6002		REINF CONC SLAB (HPC) SF	39,599.000	28.680	1,135,699.32
422	6012		BRIDGE MEDIAN (HPC) SF	2,462.000	16.780	41,312.36
422	6014		BRIDGE SIDEWALK (HPC) SF	3,284.000	17.780	58,389.52
422	6016		APPROACH SLAB (HPC) CY	114.800	795.300	91,300.44
427	6004		SILICONE RESIN PAINT FINISH SF	4,038.000	12.520	50,555.76
429	6007		CONC STR REPAIR (VERTICAL & OVERHEAD) SF	1,004.000	157.620	158,250.48
429	6010		CONC STR REPR (REMOV AND REPL BACKWALL) CY	.300	19,646.690	5,894.00
434	6004		ELASTOMERIC BEARING (EE1) EA	20.000	5,110.000	102,200.00
442	6007		STR STEEL (MISC NON - BRIDGE) LB	141.000	21.260	2,997.66
442	6010		STR STEEL (SHEAR CONNECTOR) LB	1,662.000	21.070	35,018.34
446	6013		CLEAN & PAINT EXIST STR (SYSTEM III-A) LS	1.000	1,701,000.000	1,701,000.00
450	6009		RAIL (TY T401) (HPC) LF	579.500	181.700	105,295.15
450	6035		RAIL (TY C402) (HPC) LF	579.500	205.360	119,006.12
451	6010		RETROFIT RAIL (TY T401) (HPC) LF	274.700	311.850	85,665.19
451	6036		RETROFIT RAIL (TY C402) (HPC) LF	239.800	338.620	81,201.07

PROJECT: BR 1802(503)  
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CCSJ      BIDDER      DATE DIV JOB  
006808065      2      8 18 48 50

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT      APPROX. QUANT.	UNIT BID PRICE	EXTENSION
454	6001		SEALED EXPANSION JOINT (4 IN) (SEJ - A) LF      122.000	96.760	11,804.72
454	6002		SEALED EXPANSION JOINT (5 IN) (SEJ - A) LF      61.000	132.610	8,089.21
495	6001		RAISING EXIST STRUCT LS      1.000	255,920.000	255,920.00
496	6013		REMOV STR (BRIDGE SLAB) EA      1.000	957,880.000	957,880.00
496	6025		REMOV STR (APPROACH SLAB) EA      2.000	11,676.000	23,352.00
500	6001		MOBILIZATION LS      1.000	803,040.000	803,040.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO      11.000	9,321.340	102,534.74
506	6035	002	SANDBAGS FOR EROSION CONTROL EA      24.000	14.000	336.00
506	6040	002	BIODEG EROSN CONT LOGS (INSTL) (8") LF      100.000	5.600	560.00
506	6043	002	BIODEG EROSN CONT LOGS (REMOVE) LF      100.000	1.400	140.00
512	6009		PORT CTB (FUR & INST) (LOW PROF) (TY 1) LF      880.000	126.000	110,880.00
512	6010		PORT CTB (FUR & INST) (LOW PROF) (TY 2) LF      40.000	154.000	6,160.00
512	6033		PORT CTB (MOVE) (LOW PROF) (TY 1) LF      880.000	21.000	18,480.00
512	6034		PORT CTB (MOVE) (LOW PROF) (TY 2) LF      40.000	21.000	840.00
512	6057		PORT CTB (REMOVE) (LOW PROF) (TY 1) LF      880.000	28.000	24,640.00
512	6058		PORT CTB (REMOVE) (LOW PROF) (TY 2) LF      40.000	28.000	1,120.00
529	6002		CONC CURB (TY II) LF      97.000	28.000	2,716.00
531	6001		CONC SIDEWALKS (4") SY      103.000	105.000	10,815.00
531	6008		CURB RAMPS (TY 5) EA      2.000	4,200.000	8,400.00
545	6013		CRASH CUSH ATTEN (INSTL) (R) (N) (TL3) EA      1.000	40,600.000	40,600.00



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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
610	6006		REMOVE RD IL ASM (BRIDGE MOUNT) EA	7.000	630.000	4,410.00
610	6198		IN RD IL (TY SA) 40B-8 (250W EQ) LED EA	7.000	8,750.000	61,250.00
618	6023		CONDT (PVC) (SCH 40) (2") LF	1,670.000	16.800	28,056.00
620	6008		ELEC CONDR (NO.8) INSULATED LF	2,625.000	2.800	7,350.00
624	6002		GROUND BOX TY A (122311)W/APRON EA	1.000	2,450.000	2,450.00
628	6006		ELC SRV TY A 120/240 060(NS)SS(E)GC(O) EA	1.000	14,000.000	14,000.00
644	6060		IN SM RD SN SUP&AM TYTWT(1)WS(P) EA	2.000	1,540.000	3,080.00
644	6068		RELOCATE SM RD SN SUP&AM TY 10BWG EA	1.000	1,400.000	1,400.00
662	6060		WK ZN PAV MRK REMOV (W)4"(BRK) LF	120.000	2.450	294.00
662	6063		WK ZN PAV MRK REMOV (W)4"(SLD) LF	4,350.000	1.770	7,699.50
662	6071		WK ZN PAV MRK REMOV (W)8"(SLD) LF	150.000	5.270	790.50
662	6080		WK ZN PAV MRK REMOV (W) (ARROW) EA	2.000	371.000	742.00
662	6095		WK ZN PAV MRK REMOV (Y)4"(SLD) LF	7,500.000	1.750	13,125.00
666	6224	007	PAVEMENT SEALER 4" LF	4,060.000	.510	2,070.60
666	6231	007	PAVEMENT SEALER (ARROW) EA	2.000	91.000	182.00
668	6001		PREFAB PAV MRK TY B (W) (4") (BRK) LF	940.000	10.220	9,606.80
668	6019		PREFAB PAV MRK TY B (W) (ARROW) EA	2.000	505.400	1,010.80
668	6041		PREFAB PAV MRK TY B (Y) (4") (BRK) LF	320.000	10.220	3,270.40
668	6043		PREFAB PAV MRK TY B (Y) (4") (SLD) LF	2,800.000	7.490	20,972.00
672	6007		REFL PAV MRKR TY I-C EA	45.000	14.000	630.00

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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
672	6009		REFL PAV MRKR TY II-A-A EA 32.000	14.000	448.00
677	6001		ELIM EXT PAV MRK & MRKS (4") LF 3,315.000	2.330	7,723.95
677	6008		ELIM EXT PAV MRK & MRKS (ARROW) EA 2.000	175.000	350.00
678	6001		PAV SURF PREP FOR MRK (4") LF 4,060.000	1.890	7,673.40
678	6009		PAV SURF PREP FOR MRK (ARROW) EA 2.000	175.000	350.00
784	6003		REP STL BRIDGE MEMBER (DIAPHRAGM) EA 30.000	4,666.680	140,000.40
784	6058		REP STL BRDG MEMB (FLANGE REPAIR) EA 1.000	42,000.000	42,000.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA 2.000	21,000.000	42,000.00
6185	6002	001	TMA (STATIONARY) DAY 175.000	240.010	42,001.75
6185	6005	001	TMA (MOBILE OPERATION) DAY 3.000	1,400.000	4,200.00
TOTAL					6,661,050.91

CONTRACT NO. 08183050

COUNTY HOWARD

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By

  
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date

11-15-18

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:


AK



CONTRACTOR  
Party of the Second Part

DCI CONTRACTING, INC.

By:

  
DAVID M. PROCTOR (Title) VICE PRESIDENT

9-26-18  
(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

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CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION

# PERFORMANCE BOND

CONTRACT NO. 08183050

COUNTY HOWARD

BOND NO. 106 966 833

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **DCI CONTRACTING, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **six million six hundred sixty-one thousand fifty and 91/100 Dollars ( \$6,661,050.91 )**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 26<sup>th</sup> day of SEPTEMBER, 2018.

**DCI CONTRACTING, INC.**

DCI Contracting, Inc.

CONTRACTOR

\*By:

DAVID M. PROCTOR (Title) VICE PRESIDENT

CONTRACTOR

\*By:

(Title)

Travelers Casualty and Surety  
Company of America

SURETY (Print Firm Name and Seal)

\*By:

Robert C. Chapman, attorney-in-fact (Title)

SURETY (Print Firm Name and Seal)

\*By:

(Title)

SURETY (Print Firm Name and Seal)

\*By:

(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 08183050

COUNTY HOWARD

BOND NO. 106966833

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **DCI CONTRACTING, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **six million six hundred sixty-one thousand fifty and 91/100 Dollars ( \$6,661,050.91)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 26<sup>th</sup> day of SEPTEMBER, 2018.

**DCI CONTRACTING, INC.**

DCI Contracting, Inc.

CONTRACTOR

\*By:

DAVID M. PROCTOR (Title) VICE PRESIDENT

CONTRACTOR

\*By:

(Title)

Travelers Casualty and Surety  
Company of America

SURETY (Print Firm Name and Seal)

\*By:

Robert C. Chapman, attorney-in-fact  
(Title)

SURETY (Print Firm Name and Seal)

\*By:

(Title)

SURETY (Print Firm Name and Seal)

\*By:

(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert G Chapman** of **Lansing Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of September, 2018



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**





## IMPORTANT NOTICE

### **TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
One Tower Square, S102A  
Hartford, CT 06183  
1-800-842-8496

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

